

BILL NO. S-73-06 -19

SPECIAL ORDINANCE NO. S- 70-73

AN ORDINANCE approving an agreement with A GROSJEAN AND SONS for construction of an alley Between Kinnaird and Packard Avenues.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The agreement approved May 14, 1973, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and A GROSJEAN AND SONS, for construction of an alley as follows:

the alley between Kinnaird Avenue and Packard Avenue from the west property line of the first alley west of Beaver Avenue to the east property line of the second alley west of Beaver Avenue

for a total cost of \$7,687.00, \$3,074.00 paid by the City and the balance of \$4613.00 to be paid by Barrett Law, all as more particularly set forth in said contract, which is on file in the Office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY

  
CITY ATTORNEY

Read the first time in full and on motion by Stier, seconded by Zenja, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 6/12/73

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Talarico, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

AYES 8, NAYS 0, ABSTAINED \_\_\_\_\_, ABSENT 1 to-wit:

BURNS	<input checked="" type="checkbox"/>	_____	_____	_____
HINGA	<input type="checkbox"/>	_____	_____	<input checked="" type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	_____	_____	_____
MOSES	<input checked="" type="checkbox"/>	_____	_____	_____
NUCKOLS	<input checked="" type="checkbox"/>	_____	_____	_____
SCHMIDT, D.	<input checked="" type="checkbox"/>	_____	_____	_____
SCHMIDT, V.	<input checked="" type="checkbox"/>	_____	_____	_____
STIER	<input checked="" type="checkbox"/>	_____	_____	_____
TALARICO	<input checked="" type="checkbox"/>	_____	_____	_____

DATE: 6/26/73

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-70-73 on the 26th day of June, 1973.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

W. J. McFarland Jr.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of June, 1973, at the hour of 4:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 27th day of June, 1973, at the hour of 4:00 o'clock P. M., E.S.T.

Don A. Rupp  
MAYOR

Bill No. S-73-06-19

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving an agreement with A GROSJEAN AND SONS for  
construction of an alley between Kinnaird and Packard  
Avenues.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

James S. Stier - Chairman

Eugene Kraus, Jr. - Vice-Chairman

Samuel J. Talarico

William T. Hinga

Vivian G. Schmidt

James S. Stier  
Eugene Kraus, Jr.  
Samuel J. Talarico  
Vivian G. Schmidt

DATE 6-26-73 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

# CONTRACT

This Agreement, made and entered into this 14<sup>th</sup> day of MAY, 1973

by and between ----- A. GROSJEAN & SON -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove the alley between Kinnaird Avenue and Packard Avenue from the west property line of the first alley west of Beaver Avenue to the east property line of the second alley west of Beaver Avenue.

by grading and paving the roadway to a width of ten feet with

6" Plain Concrete including flares & wings

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5628-1973 and at the following price per lineal foot

at the following prices:		
#53 Stone for Driveway	Seven dollars and no cents, per ton	\$7.00
Alley Pavement, 6" Pl. Conc.	Nine dollars and no cents, per sq. yd.	9.00
Pavement Removal	Twenty five dollars and no cents, per square yard	25.00
Excavation-Regular	Three dollars and no cents, per cu. yd.	3.00
Longitudinal Expansion Joint $\frac{1}{2}$ "	Thirty cents, per lineal foot	0.30
New Catch Basins to be constructed (48")	Four hundred dollars and no cents, each	400.00
12" Sewer Pipe R.C.P	Ten dollars and no cents, per lineal foot	10.00
Backfill Gravel - Trenches & Structures	Five dollars and no cents, per cu. yd.	5.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. ~~5628~~-1973 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally <sup>within sixty (60) days after contract is approved by City Council</sup> and in all respects completed ~~before~~ ~~XXXXXXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19    until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 14<sup>th</sup> day of May, 19 73

A. GROSJEAN & SON

BY: Margaret Grosjean

ITS: Robert A. Grosjean  
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Ronald L. Bonar

Its Board of Public Works and Mayor.

# GUARANTY BOND

Know All Men by These Presents, That we -----

-----A. GROSJEAN & SON----- Contractors

as principal, and CINCINNATI INSURANCE COMPANY, CINCINNATI, OHIO-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVEN THOUSAND,

SIX HUNDRED EIGHTY SEVEN DOLLARS AND NO CENTS -----

-----(\$7,687.00.)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----A. GROSJEAN & SON-----

did on the 14<sup>th</sup> day of MAY

-----, enter into a contract with the City of Fort Wayne to construct an

Alley - 6" Plain Concrete (Pavement

on alley between Kinnaird Avenue and ~~SIXTH AVE~~ Packard Avenue from the west

property line of the first alley west of Beaver Avenue to the east property line

of the second alley west of Beaver Avenue.

-----according to certain plans and specifications, and

for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 14<sup>th</sup> day of MAY, 1973

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

A. GROSJEAN & SON (SEAL)

BY: Margaret Grosjean (SEAL)

ITS: Larry D. Smith (SEAL)

CINCINNATI INSURANCE Co.  
ATTORNEY IN FACT

Approved this ----- day of -----

Ronald L Bonar

Board of Public Works.

## LIABILITY BOND

~~Known All Men by These Presents.~~ That we hereby certify that A. GROSJEAN & SON has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of \_\_\_\_\_

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ \_\_\_\_\_)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 14<sup>th</sup> day of May, 1973

A. GROSJEAN & SON (SEAL)

BY: Margaret Grosjean (SEAL)

ITS: Robert A. Grosjean (SEAL)

(SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Ronald L. Bonar

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE  
May 9, 1973

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio 45225

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint Paul Davenport; Lois I. Davenport; Bruce P. Davenport and/or Larry D. Smith

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to One Hundred Thousand and no/100 Dollars (\$100, 000. 00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 3rd day of November 1970.



THE CINCINNATI INSURANCE COMPANY

*Robert J. Dineen*  
Vice-President

STATE OF OHIO )  
COUNTY OF HAMILTON) ss:

On this 3rd day of November 1970, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

*Henry G. Berlon*

HENRY G. BERLON, Attorney At Law  
Notary Public State of Ohio  
My commission has no expiration date.  
Section 147.03 R.C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.  
this 14<sup>th</sup> day of MAY 1973.



*Robert J. Dineen*  
Secretary and Treasurer



GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

# RECEIVED

IN RE:

APR 2 1973 WAGE SCALE

CODE: S - SKILLED  
SS - SEMI-SKILLED  
U - UNSKILLED

CITY ENGINEERING DEPT.  
We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS, TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, and JUNE of 1973 in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	3.50	35¢	55¢	50¢	
BOILERMAKER	S	9.20	50¢	65¢		1¢
BRICKLAYER	S	3.21	20¢	25¢		1¢
CARPENTER	S	7.73	30¢	30¢		2¢ app.
CEMENT MASON	S	7.50	40¢			
ELECTRICIAN	S	7.35	25	1¢-30¢		4¢
ELEVATOR CONSTRUCTOR	S	7.97	58¢ includes	all		
GLAZIER	S	6.35			15¢	18¢ includes
IRON WORKER	S	3.25	40¢	65¢		1¢
LABORER	S	5.10-6.60	18¢	25¢		7¢ deduct
LATHER	S	7.16		25¢		3¢ ind. fund
MILLWRIGHT & PILEDRIVER	S	7.35		43¢		2¢ ind. fund
OPERATING ENGINEER	S	5.55-7.95	25¢	30¢		5¢
PAINTER	S	6.56-7.56	32¢	25¢		5¢
PLASTERER	S	7.06	30¢			
PLUMBER, STEAMFITTER, GASFITTER	S	8.18	20¢	35¢		7¢
MOSAIC & TERRAZZO GRINDER	S	5.35-7.80				
ROOFER	S	7.70		10¢		
SHEETMETAL WORKER	S	8.14	23¢	15¢		5¢ ind. fund
TEAMSTER	S	5.50-6.63	12.00	12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contactor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21 DAY OF May, 1973

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDED AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

## DIGEST SHEET

S-73-06-19  
Outstanding  
S-70-73TITLE OF ORDINANCE Alley Resolution #5628-1972 (between Kinnaird & Packard Avenues)DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This covers the construction of an alley between Kinnaird and Packard Avenues from the west property line of the first alley west of Beaver to the east property line of the second alley west of Beaver. This improvement was petitioned by property owners under Barrett Law. Assessment to property owners if \$5.00 per front foot. Total cost if \$7,687.00. We are requesting approval of expenditure of City's share of 40% of total.

EFFECT OF PASSAGE Alley improvement as petitioned.EFFECT OF NON-PASSAGE No improvement.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \_\_\_\_\_

Approximately \$3,074.00 to be paid by City.

ASSIGNED TO COMMITTEE (J.N.)

Public WorksWCC

# ORDINANCE CHECK-OFF SHEET

## INFORMATION REGARDING ORDINANCE

## CONTENTS OF ORDINANCE

BILL NO.	<i>S-73-06-19</i>
ORDINANCE NO.	<i>A-70-73</i>
<input checked="" type="checkbox"/> REGULAR SESSION	<i>6-12-73</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Filed</i>
BILL WRITTEN BY	<i>Bi. of Public Works</i>
DATE INTRODUCED	<i>6-12-73</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Nuckols</i> <i>Public Works</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	<i>6-26-73</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/>	COMMITTEE SHEET
<input checked="" type="checkbox"/>	VOTE SHEET
	PURCHASE ORDERS
	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	ZONING MAPS
	ABSTRACTS
	TITLES
	PRIOR APPROVAL LETTER

*Draft Sub. -*

## COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	X		
HINGA			X
KRAUS	X		
MOSES	X		
NUCKOLS	X		
D. SCHMIDT	X		
V. SCHMIDT	X		
STIER	X		
TALARICO	X		

COMMENTS: